



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 23-46121-116

NOTE: *If you download this RFP from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE: Homeless Student Stability Program

PROPOSAL DUE: May 16, 2022 by 4:00 PM, Pacific Time

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2022 – June 30, 2023

ELIGIBILITY: This procurement is open to those proposers that satisfy the [minimum qualifications](#) stated herein and that are available for work in Washington State.

PROPOSAL QUESTIONS: The RFP Coordinator is Gina Thompson, Office of Homeless Youth Program Manager. Questions may be submitted [via email](#) no later than May 11, 2022. A public Q&A document with answers to submitted questions will periodically be updated with a final update no later than May 12, 2022.



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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State legislature made available \$865,000 of general fund state dollars for state fiscal year 2022 and \$865,000 for state fiscal year 2023 to promote housing stability for students experiencing homelessness. Chapter [RCW 43.185C](#) Homeless Housing and Assistance authorizes these funds. [RCW 43.185C.340](#) establishes the HSSP grant.

In the 2018-2019 school year, the [Office of Superintendent of Public Instruction](#) identified 39,972 homeless students, as defined by the McKinney-Vento Homeless Assistance Act. The same report identified 6,392 of these students as experiencing homelessness while not in the custody of their parent or guardian (referred to as unaccompanied youth).

The Office of Homeless Youth (OHY) is initiating this Request for Proposals (RFP) to solicit proposals from organizations interested in providing housing support services to students and their families experiencing homelessness including unaccompanied youth. In addition to promoting educational stability by increasing housing stability for students and their families, the goal of the program is to encourage the development of collaborative strategies between housing and education partners. To support organizations who do this work, OHY has contracted with Building Changes to provide training, technical assistance, capacity building, and program evaluation, for funded projects.

OHY intends to award multiple contracts to provide the services described in this RFP.

About the Office of Homeless Youth (OHY)

Created in 2015, OHY leads statewide efforts to reduce and prevent homelessness for youth and young adults. Our vision is that every family and youth in Washington State has the individualized support they need so that no young person has to spend a single night without a safe and stable home. Every community has services that are equitable, accessible, effective, responsive, and coordinated.

Our work is guided by a set of principles:

- Involve youth voice.
- Advance approaches that are data-driven and evidence-based.
- Promote accountability in all policies and programs.
- Value experiences of youth and families.
- Be reliable and responsive to wherever a young person is at in their experience of homelessness.
- Be locally focused and support the ability of youth to remain in their community.
- Recognize that not all parents reject their kids and that not all kids can return home safely.
- Promote services that are youth-centered and individualized.
- Be culturally responsive and reflect the needs of local communities and individual youth.
- Foster coordination between funding and systems.
- Support an approach that is hopeful and believes in possibility.
- Identify and eliminate gaps in services and funding.

About Building Changes

Together with our partners, Building Changes pushes for equitable, holistic responses in and across the housing, education, and health systems so that all children, youth, and families experiencing homelessness get the support they need. Resolving a housing crisis and maintaining housing stability are not possible without this. To achieve our mission, Building Changes uses an interdisciplinary approach that combines grant making and capacity building, research and evaluation, and advocacy.

1.2 OBJECTIVES

The Homeless Student Stability Program (HSSP) grant is targeted at:

- 1) Providing educational stability by promoting housing stability to students in the public K-12 system and their families experiencing homelessness. This includes unaccompanied youth.
- 2) Developing and expanding collaborative strategies between housing and education partners to promote housing and educational stability.
- 3) Developing and implementing evidence-informed strategies to address racial inequities in the public K-12 system among students and families experiencing homelessness, including unaccompanied youth.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- 1) Licensed to do business in the State of Washington.
- 2) Be a local government, local housing authority, regional support network established under the Revised Code of Washington 71.24, behavioral health organization, nonprofit community, or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organization.

Culturally specific organizations or organizations led and staffed by persons of color that primarily serve communities of color are highly encouraged to apply.

1.4 FUNDING AVAILABLE

OHY estimates that \$865,000 will be available to promote housing stability for students experiencing homelessness for State Fiscal Year (SFY) 2023. OHY expects individual projects to be budgeted at no more than \$250,000 for the grant period. Proposals in exceeding this amount will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on July 1, 2022, and to end on June 30, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of the OHY.

OHY reserves the right to extend the contract for six one-year periods.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 AMERICANS WITH DISABILITIES ACT (ADA)

OHY complies with the Americans with Disabilities Act (ADA). Proposers may contact the [RFP Coordinator](#) to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR APPLICANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Proposer and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

| | |
|----------------|--|
| Name | Gina Thompson |
| E-Mail Address | youthhomeless@commerce.wa.gov |

Any other communication will be considered unofficial and non-binding on COMMERCE. Proposers are to rely on written statements issued by the RFP Coordinator. *Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.*

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|--|-------------------------|
| Issue Request for Proposals | April 11, 2022 |
| Question & answer period | April 11 - May 11, 2022 |
| Answers to Q&A posted no later than | May 12, 2022 |
| Pre-Proposal Conference | April 18, 2022 |
| Proposals due | May 16, 2022 at 4:00PM |
| Evaluate proposals | May 20-30, 2022 |
| Announce "Apparent Successful Contractor" and send notification via e-mail to unsuccessful Proposers | June 3, 2022 |
| Hold debriefing conferences (if requested) | June 7, 2022 |

| | |
|---------------------|-----------------|
| Negotiate contract | June 3-28, 2022 |
| Begin contract work | July 1, 2022 |

OHY reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL WEBINAR

A pre-proposal conference is scheduled to be held virtually on April 18, 2022 at 10 a.m., Pacific Time. All prospective Proposers are encouraged attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Proposer that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement.

Register here:

[Zoom link](#)

Meeting ID: 837 0115 7805

Passcode: 473093

2.4 SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than 4:00 PM, Pacific Time, on **May 16, 2022**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by OHY and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Proposer to the offer. OHY does not assume responsibility for problems with Proposer's e-mail. If OHY email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless OHY e-mail is found to be at fault at OHY'S sole determination. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington.

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly

identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Such addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this RFP from the Agency website located at www.commerce.wa.gov, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 DIVERSE BUSINESS INCLUSION PLAN

Applicants are required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

2.9 COMPLAINT PROCESS

Vendors may submit a complaint to COMMERCE based on any of following:

- 1) The solicitation unnecessarily restricts competition;
- 2) The solicitation evaluation or scoring process is unfair; or
- 3) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in disqualification of the proposal as incomplete and/or non-responsive.

Disqualified Proposers will be notified at or about the time of disqualification.

Disqualified Proposers will be afforded a Debriefing consistent with Section 4.5.

COMMERCE reserves the right at its sole discretion to waive minor administrative irregularities.

2.11 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Proposer for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Proposer's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.12 CONTRACT GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as [Exhibit F](#). This sample contract is for information and review only and should not be returned with your proposal. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer may submit exceptions as allowed in the Certifications and Assurances form, [Exhibit C](#) to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit C, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, travel to or conduct of a presentation, or any other activities related to responding to this RFP.

2.14 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.16 COMMITMENT OF FUNDS

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.18 **INSURANCE COVERAGE**

The Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit D.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator at youthhomeless@commerce.wa.gov in the order noted below:

- 1) [Letter of Submittal](#)
- 2) [Signed Certifications and Assurances](#)
- 3) [Diverse Business Inclusion Plan](#)
- 4) [Workers' Rights Certification](#)
- 5) [Program Proposal](#)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Proposer in preparing a thorough response.

3.1 LETTER OF SUBMITTAL

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit B to this RFP) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship. The Letter of Submittal is to include by attachment the following information about the Applicant and any proposed subcontractors:

- 1) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 2) Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3) Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- 4) Location from which the Proposer would operate.
- 5) Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Proposer may be disqualified from further consideration.
- 6) If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 7) If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the

Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Applicant, or (b) litigated and such litigation determined that the Applicant was in default.

- a. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If no such termination for default has been experienced by the Applicant in the past five years, so indicate.

3.2 PROGRAM COMPONENTS AND OVERVIEW

Contractors will serve students and their families, including unaccompanied youth, in the public K-12 system, depending on their individual program. Contractors may elect to serve either or both populations.

All students and families served by the program must be from households that include at least one student experiencing homelessness as defined in the federal McKinney-Vento Homeless Assistance Act, including unaccompanied youth up to the age of 21.

Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act) defines homeless as follows:

The term "homeless children and youths"—

(A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and

(B) includes¹—

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

¹ Per Title IX, Part A of the Every Student Succeeds Act, "awaiting foster care placement" was removed from the definition of homeless on December 10, 2016.

(iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

WORK TO BE PERFORMED

Housing Stability Support

- 1) Provide housing support services may include diversion², financial/rent assistance, housing stability case management, and other collaborative strengths-based support. See [Exhibit B](#) for examples of eligible expenses and interventions.
- 2) Housing support should aim to link students and families with stable housing located in the student's school district.

There are several best practices COMMERCE expects the HSSP contractors will use when working with unaccompanied youth and students and their families. This information can be found in Exhibit A.

Partnership with Coordinated Entry

- 1) Contractors are expected to partner with Coordinated Entry (CE) to ensure that all eligible families and unaccompanied youth have access to HSSP services, and those identified in schools are linked to resources that they are eligible for and best meet their needs.

Families who are staying temporarily with family or friends due to economic hardship or a similar reason ("doubled-up") are eligible to receive housing assistance through HSSP. While CE determines prioritization strategies for local resources, it does not determine eligibility criteria for unique funding sources accessed through CE.

Some programs and systems may receive technical assistance to ensure HSSP funds are accessible to all eligible populations.

- 2) It is not required that HSSP funds targeted for unaccompanied students are accessed through CE. Contractors serving unaccompanied students should have a relationship with CE that ensures students have access to resources that they are eligible for and best meet their needs.

School-Housing Partnership

Contractors will partner with local schools or school districts to:

- 1) Establish collaborative partnerships with shared goals and clear roles to support students and their families achieve educational and housing stability.

² Please see Exhibit B for a definition of diversion. Additional information and a case study about diversion are available on Building Changes' website at www.buildingchanges.org/images/documents/library/2018_DiversionOverview_FINAL.pdf and www.buildingchanges.org/images/documents/library/2018_DiversionCaseStudy_FINAL.pdf.

- 2) Identify, house and support students and families experiencing homelessness, including unaccompanied youth, in addition to supports for students' academic learning.
- 3) Address gaps and needs in services and develop sustainable strategies to help students and families experiencing homelessness, including unaccompanied youth, achieve educational and housing stability.
- 4) Collect and share relevant housing and educational data on students and families experiencing homelessness in accordance with privacy protections under federal and state laws. Data should be disaggregated by race and ethnicity where possible.

Addressing Racial Inequalities

Homelessness disproportionately impacts people of color. OHY will prioritize funds for organizations who demonstrate a commitment to developing and implementing evidence-informed strategies to address racial inequities. Specific strategies may include, but are not limited to:

- 1) Hiring direct service staff who reflect the racial, cultural, and language demographics of the population being served.
- 2) Committing to inclusive programming by intentionally seeking and utilizing input from the population being served.
- 3) Ensuring eligibility criteria does not unintentionally screen out people of color and further racial inequity.
- 4) Ensuring prioritization criteria takes into account the experiences of youth and families of color.
- 5) Creating access points in locations frequented by parents, guardians, and unaccompanied homeless youth of color.

Reporting and Evaluation

Contractors must participate in reporting and evaluation activities to describe the services and supports provided to and outcomes for students and families served through this grant. Program data must be entered into the Homeless Management Information System.

Contractors are required to track and report on the following measures including for students and households enrolled in the grant program:

- 1) Number of students and families served;
- 2) Length of time enrolled in program;
- 3) Housing destination at program exit;
- 4) Type of residence prior to enrollment in program; and
- 5) Number of times homeless in the past three years.

All measures will be disaggregated by demographic characteristics of the student or head of household including by race and ethnicity when possible.

Reports must also include a narrative description discussing its partnership with the school(s) or district(s) and descriptions of the amount and kinds of supports offered to promote academic learning.

3.3 PROGRAM PROPOSAL

Please provide responses to the following in a maximum of six pages:

- 1) Describe your proposed program and what you will do with the HSSP funds, including a description of the program structure, roles of staff, and services that will be delivered.
- 2) Please describe how you will partner with local school(s) or school district(s) and describe what each partner's role will be in your program. Please include how you intend to provide academic supports through this partnership.
- 3) Describe your experience working with students and/or families experiencing homelessness. How will you leverage existing school/housing partnerships (Ex. Homeless Student Stability Education Program grantees) or build new relationships with schools and/or school districts?
- 4) Please describe your organization's current relationship with CE. How will the proposed program partner with CE to meet the housing needs of students and families, including unaccompanied youth? How will you serve doubled-up students?
- 5) What strategies do you currently utilize to advance racial equity within your organization (Ex. Anti-Racist Multicultural policies and procedures, flexible hiring practices, partnerships with culturally specific organizations)? What are the racial/ethnic demographics of your partnering schools/district?
- 6) Tell us about how the organizational staff learn about and implement equity principles? How do you participate in uncovering and reducing the inequities that are prevalent with marginalized communities such as youth of color, LGBTQ youth and youth with disabilities? Attach relevant written policies and procedures that help you provide more equitable services for Youth of Color, LGBTQ+ youth and youth with disabilities.
- 7) How does your organization collaborate with young adults, students, or households with lived experience of homelessness? Describe how this work impacts and informs decision making in program design and delivery.
- 8) Please specifically address how you will ensure that all staff are skilled at problem-solving and understand how to implement a strengths-based, client-centered, and trauma-informed approach to all aspects of service delivery.

- 9) Utilizing the 2021 [Out of Reach Report for Washington State](#), examine what wages are sufficient in your community in relation to paying rent. Given this information, at what rate will you compensate your staff? How will you support on-going learning and staff retention?
- 10) Please complete the table below with your proposed program budget. You may elect not to use all of the budget categories.

| Budget Category | Amount |
|--|---------------|
| Administration (General organization operating costs, supplies, etc.) | |
| Operations (Program specific operating costs, program staff salaries, etc.) | |
| Flexible Funding (Flexible financial assistance, such as transportation, car repair, etc.) | |
| Rent Assistance (Rent subsidy, deposits, utilities, etc.) | |
| Emergency Hotel/Motel (Temporary shelter) | |

3.4 MEMORANDUM OF UNDERSTANDING – SCHOOL-HOUSING PARTNERSHIP

Contractors will be expected to submit a memorandum of understanding (MOU) between program partners (housing provider and local school(s) or district(s)) within 30 business days of contract execution.

The MOU must include:

- 1) How contractors will partner with schools to address gaps and needs and develop sustainable strategies to help students/families experiencing homelessness, including how these strategies will specifically help students and families of color.
- 2) A description of the data elements to be collected on students and families experiencing homelessness, including a description of how the data will be collected and shared in accordance with privacy protections under federal and state laws.

3.5 SUPPORTING DOCUMENTS

Letters of support and/or MOUs which demonstrate the following are encouraged:

- 1) partnerships and/or collaborations with schools;
- 2) partnerships and/or collaborations with Homeless Student Stability Education Program districts;
- 3) partnerships and/or collaborations with coordinated entry coordinated entry; or
- 4) other relationships which reflect capacity to meet the needs of students and their families, especially students and families of color.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, at its sole discretion, may elect to invite the top-scoring Proposers as finalists for an oral presentation.

The RFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's proposal. Proposers are not permitted to submit, or resubmit, any materials of any kind after the date and time stated in section 2.5 SUBMISSION OF PROPOSALS.

4.2 EVALUATION BREAKDOWN

In determining which eligible organizations will receive grants, OHY will ensure that selected grantees reflect geographic diversity across the state. The following weighting will be assigned to the proposal for evaluation purposes:

- 30% ensuing equity
- 30% school partnership
- 20% organization and staffing
- 20% program design and budget

COMMERCE reserves the right to award the contract to the Applicant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award will be notified separately by e-mail.

4.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Proposer who has submitted a proposal and received notice that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received

by the RFP Coordinator within three (3) business days after the Unsuccessful Proposer Notification is e-mailed or faxed to the Proposer. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Proposer Notification. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's proposal;
- Any written comments from evaluators;
- Review of proposer's final score in comparison with the other final scores *without* identifying the other Proposers or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals is not allowed. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes.

4.5 **PROTEST PROCEDURE**

Protests may be made only by Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests must be submitted by email.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest from the list below with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the

record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer that also submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE’S action; or
- Find only technical or harmless errors in COMMERCE’S process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all proposals, or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the Apparent Successful Contractor(s). If the protest is determined to have merit, one of the options above will be taken.

5. RFP EXHIBITS

- Exhibit A HSSP Best Practices
- Exhibit B Budget Line Item Guidance
- Exhibit C Certifications and Assurances
- Exhibit D Diverse Business Inclusion Plan
- Exhibit E Workers' Rights Certification
- Exhibit F Service Contract Templet and General Terms and Conditions

BEST PRACTICES

There are several best practices Commerce expects the HSSP grantees will use when working with unaccompanied youth and students and their families experiencing homelessness served in this program, including the following:

Low-barrier Services

Low barrier projects have realistic and clear expectations. Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness. Low barrier projects do not have work or volunteer requirements. Projects that require households to pay a share of rent allow reasonable flexibility in payment.

Households are not terminated from the project for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination

Low barrier projects have flexible intake schedules and require minimal documentation. At the minimum, homeless households are not screened out based on the following criteria:

- ✓ Having too little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with the criminal justice system
- ✓ Having active or a history of alcohol and/or substance use
- ✓ Having a history of victimization
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking ID or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of “housing readiness,” including resistance to receiving services

Participant Centered Services

- ✓ Services are individualized and responsive to the needs of each participant.
- ✓ Services are voluntary and build on the strengths and resources of the participant, respecting their autonomy.

Trauma Informed

Grantees must demonstrate competency in trauma informed care including but not limited to:

- ✓ Emphasizing physical, psychological, and emotional safety
- ✓ Understanding the neurobiology of trauma
- ✓ Understanding of acute versus complex trauma
- ✓ Recognizing the symptoms of trauma and post-traumatic stress disorder (PTSD)
- ✓ Responding to the impact of trauma
- ✓ Understanding of power and control cycles
- ✓ Rebuilding a sense of control or empowerment
- ✓ Integrating knowledge of trauma into organizational policies, practices, and procedures
- ✓ Resisting re-traumatization

Culturally Responsive

Grantees must demonstrate a commitment to being culturally responsive by:

- ✓ Be informed by and responsive to the cultural experiences, beliefs, values, and norms of all youth.
- ✓ Affirm the identities of LGBTQ youth and youth of color

- ✓ Provide opportunities for youth to maintain cultural, social, and spiritual relationships with their community.
- ✓ Provide intentional opportunities for youth to discuss their experiences of racism, sexism, homophobia, transphobia, and other isms that contribute to oppression.
- ✓ Ensure services and resources are equitable and linguistically accessible
- ✓ Play an active role in examining and addressing organizational policies, practices, which may be negatively impacting youth of color and LGBTQ youth.
- ✓ Support a youth's right to self-determination
- ✓ Believe that youth are experts about their own lives.
- ✓ Disaggregate data by race, ethnicity, sexual orientation, and gender identity to identify and address disproportionality in outcomes.
- ✓ Employ a workforce that reflects and is responsive to communities served
- ✓ Actively work to end all forms of oppression

Harm Reduction

Grantees working with unaccompanied youth must demonstrate competency in harm reduction principles and practices including but not limited to:

- ✓ Emphasizing health and quality of life
- ✓ Knowledge of practical developmentally appropriate strategies for reducing negatives consequences associated with high risk behavior and/or drug use
- ✓ Providing accurate and comprehensive re-productive health, STI/STD information and resources
- ✓ Facilitating access to health screenings, medical care, and/or treatment
- ✓ Meeting young people where they are at with regards to stages of change
- ✓ Addressing motivations for high risk behavior along with the behavior itself
- ✓ Fostering an environment where young people feel safe discussing their experiences without fear of judgment or reprisal
- ✓ Being non-coercive in the provision of services
- ✓ Resisting the stigmatization of youth engaged in high risk behavior and/or those with mental health and/or substance use issues
- ✓ Not ignoring real and tragic harms associated with high risk behavior or drug use

Positive Youth Development

Grantees working with unaccompanied youth must demonstrate competency in Positive Youth Development theory and practice including but not limited to:

- ✓ Understanding child and adolescent brain development
- ✓ Fundamentals of fostering resiliency
- ✓ Emphasizing positive and supportive relationships
- ✓ Mentoring and rapport building
- ✓ Building on young people's strengths and abilities
- ✓ Connecting youth to leadership opportunities
- ✓ Partnering with young people to develop programming
- ✓ Cultivating internal and external protective factors
- ✓ Creating meaningful opportunities for engagement
- ✓ Meeting youth where they are at

BUDGET LINE ITEM GUIDANCE

ALLOWABLE EXPENSES

RENT

Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment. Monthly rent is not time-limited.

- ✓ Rental arrears and associated late fees for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay rental arrears, arrears must be included in determining the total period of the household's rental assistance.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Incentives paid to landlords, including reimbursement for damages.
- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for households if no suitable shelter bed is available, or when a hotel/motel unit is used as permanent housing.
- ✓ Utilities which are included in rent.

PROGRAM OPERATIONS

Salaries and benefits for staff costs directly attributable to the program, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.

Office space, utilities, supplies, equipment (up to \$1,500 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.

PROGRAM EXPENSES

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
- ✓ Housing Stability Services (including diversion). This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system, [SSI/SSDI Outreach, Access, and Recovery \(SOAR\)](#), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- ✓ Mediation and outreach to property owners/landlords related to locating or retaining housing (landlord incentives).
- ✓ Outreach services.
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources.
- ✓ Data collection and entry.
- ✓ General liability insurance and automobile insurance.

FLEXIBLE FUNDING

Flexible Funding is the provision of goods or payments of expenses which directly help a household to obtain or maintain permanent housing or meet essential household needs. Essential household needs means personal health and hygiene items, cleaning supplies, transportation, and other personal need items.³ Flexible Funding payments must be paid directly to a third party on behalf of the household.

Other costs as approved in advance by Commerce

³ WAC 388-400-0065

EMERGENCY HOTEL/MOTEL STAY

Hotel/motel expenses are allowable when a hotel/motel is used as emergency shelter and no other shelter option is available. Emergency shelter provides short-term, temporary shelter (lodging), typically for up to three months. Clients are not required to exit after 90 days.

ADMINISTRATION

Up to 15 percent of total reimbursed costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system.

Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits.
- ✓ General organization insurance.
- ✓ Organization wide audits.
- ✓ Board expenses.
- ✓ Organization-wide membership fees and dues.
- ✓ Washington State Quality Award (WSQA) expenses.
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance.

All amounts billed to administration must be supported by actual costs. If actual costs exceed the budgeted limit, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following three methods:

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

OTHER ALLOWABLE INTERVENTIONS

| Service Models from OHY to serve unaccompanied students experiencing homelessness. |
|--|
| <p>Homelessness Prevention (HP)</p> <p>A project that offers services and/or financial assistance necessary to prevent a person at imminent risk of losing housing from moving into an emergency shelter or place not meant for human habitation. Targeted Prevention provides housing-focused case management and temporary financial assistance to pay for rent or utility arrears, deposits, storage, moving costs, etc. To be eligible, households must be at imminent risk of losing housing (within 14 days).</p> <p>Diversion/Housing Problem-Solving</p> <p>Diversion is a creative problem-solving approach to help people resolve their housing crisis so that housing instability is no longer a barrier to a student's academic success. Diversion uses an exploratory conversation to help students and families identify realistic housing options based on their own resources rather than those of the homeless response system. To help ease their transition of homelessness, families may receive a flexible combination of short-term services and one-time financial assistance.</p> <p>Bridge Housing</p> <p>Bridge Housing provides short-term housing up to 90 days for individuals waiting for secured or verified permanent housing because the housing is not immediately available. Bridge Housing is often a response to the lack of affordable housing in a geographic area, which prevents individuals eligible for rental subsidies from moving into housing. Service planning is focused on housing navigation and moving into permanent housing rather than treatment or other goals. Bridge Housing is often, but not exclusively, provided in single-family homes or apartments master leased or owned by the housing provider with multiple rooms occupied by eligible participants, and may or may not be staffed. This may include youth temporarily</p> |

staying in transitional housing until permanent housing becomes available. While some Bridge Housing models may include sanctioned tent camps, wood frame sheds, or tiny homes, YAHP funding may not be used to support these Bridge models.

Rapid Re-Housing (RRH)

Rapid re-housing is short- and/or medium-term rental assistance necessary to help a homeless individual move as quickly as possible into and maintain permanent housing. Short term RRH is typically provided for 90 days or less, while medium term RRH may be provided for as long as six months or more. Medium term RRH may be an appropriate intervention for young adults who need more time to prepare for and acquire permanent housing. RRH includes targeted case management and support services to help individuals move into longer-term permanent housing quickly, and most frequently includes help with housing navigation.

Transitional Housing (TH)

Transitional Housing provides medium and long-term rental assistance, case management, and support services to assist individuals in developing independent living skills necessary to secure and maintain long-term permanent housing. Lengths of stay in transitional housing projects typically range from 18 to 24 months depending on the needs of individual households; projects may move households into permanent housing sooner if the household is ready.

Transition in Place Transitional Housing (TH)

A transitional housing model where the individual is provide time-limited housing rental assistance with the lease converting to the tenant as permanent housing after a period of assistance (i.e. the tenant eventually takes over the lease).

Host Home Programs⁴

Host home programs recruit and train volunteer host homes/families to provide temporary housing to youth and/or young adults. Host home programs match young people with a host, provide case management you youth and young adults, and supports to hosts.

⁴ Host home programs are restricted from receiving more than \$100,000 in local, state, or government funding per year; host families are restricted from receiving any local, state, or government funding.

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. I/we are not debarred from doing business with the state of Washington or the United States.

We (check one):

- ☐ **are** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.
- ☐ **are not** submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Proposer submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

Signature of Proposer

Date

Printed Name

Title

DIVERSE BUSINESS INCLUSION PLAN

No

Yes

- | | | |
|--|--------------------------|--------------------------|
| Do you anticipate using, or is your organization, a State Certified Minority Business? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you anticipate using, or is your organization, a State Certified Women’s Business? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you anticipate using, or is your organization, a State Certified Veteran Business? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you anticipate using, or is your organization, a Washington State Small Business? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

- Minority __%
- Women __%
- Veteran __%
- Small Business __%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: _____
Phone: _____
E-Mail: _____

I hereby certify, on behalf of the organization identified below, as follows (check one):

- OR

- OR

- ☐ This organization certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

NAME: _____
Print full legal entity name of organization

By: _____
Signature of authorized person

Printed Name _____

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____



Grant Agreement with

through

Community Services and Housing Division
Housing Assistance Unit
Office of Homeless Youth

For

Homeless Student Stability Program (HSSP)

Start date: July 1, 2022

| | |
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**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Office of Homeless Youth / Homeless Student Stability Program (HSSP)**

| | | | |
|---|---|---|-------------------------------------|
| 1. Grantee | | 2. Grantee Doing Business As (optional) | |
| 3. Grantee Representative | | 4. COMMERCE Representative Gina Thompson Program Manager PH (360) 725-2757 Fax (360) 586-5880 gina.thompson@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div> | |
| 5. Grant Amount <Insert \$ amount> | 6. Funding Source Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date July, 1 2022 | 8. End Date June 30, 2023 |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A CFDA Number N/A | |
| 10. Tax ID # <Insert number> | 11. SWV # <Insert number> | 12. UBI # <Insert number> | 13. UEI # <Insert number> |
| 14. Grant Purpose The HSSP grant is intended to provide housing support services to students and their families experiencing homelessness, including unaccompanied students experiencing homelessness. This grant is a result of RFP # 23-46121-116. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, Attachment "C" - HSSP Guidelines, and Attachment "D" - Grant Application. | | | |
| FOR GRANTEE <hr/> Signature <hr/> Print Name and Title <hr/> Date | | FOR COMMERCE <hr/> Diane Klontz, Assistant Director Community Services and Housing Division <hr/> Date <hr/> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

1. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE [*not more often than monthly.*]

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number . If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

3. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

4. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

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Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

6. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and

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are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

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14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this

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noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

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The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

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In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the

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Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.